



# PATENT APPLICATION

# IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of

Docket No: Q65606

KONISHI, KENTARO, et al.

Appln. No.: 09/919,989

Group Art Unit: 2671

Confirmation No.: 6406

Examiner: Lance W. Sealey

Filed: July 30, 2001

For:

TIME-SERIES DATA PROCESSING DEVICE AND METHOD

# **DECLARATION UNDER 37 C.F.R. § 1.131**

Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

Sir:

I, Kentaro KONISHI, Masaki USUI and Tatsuya OKAHARA, hereby separately declare and state:

THAT I am a citizen of Japan (a WTO member country), and am a joint inventor of an invention entitled TIME-SERIES DATA PROCESSING DEVICE AND METHOD, which is disclosed and claimed in the above referenced U.S. Patent Application S.N. 09/919,989.

THAT I am employed by SCALE Inc., a corporation of Japan and the assignee of the above referenced application by virtue of an assignment recorded in the U.S. Patent and Trademark Office at reel 012227, frame 0822 on October 4, 2001.

Declaration Under 37 C.F.R. § 1.131 U.S. Application No.: 09/919,989

Attorney Docket No.: Q65606

THAT I, along with my co-inventors, conceived and reduced to practice the invention disclosed and claimed in the above referenced application in the course of my work for SCALE Inc. prior to January 20, 1999 or that I conceived the invention well prior to January 20, 1999 and was diligent before the constructive reduction to practice at least in the period between January 20, 1999 to January 29, 1999.

That well prior to January 20, 1999, we received, in the Japanese language, a Sub-Commission Agreement including an Appendix with the Specification that concerned a Method and a Device for time-series data processing, which is the subject of the above referenced U.S. application, and that, on information and belief, the Specification was prepared before January 20, 1999, a copy of which is appended hereto, and was prepared based on my and the co-inventors comments.

THAT I and my co-inventors reduced the invention to practice by creating the first prototype of the invention based on the Specification before the delivery date of January 20, 1999. Alternatively, that I and my co-inventors were diligently working in reducing the invention to practice in the period just prior to January 20, 1999 to January 29, 1999 (the date of the constructive reduction to practice).

THAT the invention claimed in the above referenced U.S. patent application was conceived and reduced to practice by us prior to January 20, 1999 and that the first prototype resulted in the filing of a Japanese Patent Application No. 11-23071 on January 29, 1999.

Declaration Under 37 C.F.R. § 1.131 U.S. Application No.: 09/919,989

Attorney Docket No.: Q65606

I declare further that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date: 2004/4/13

Kentaro Konishi, SCALE Inc.

Date: 2004/4/13

Masaki USUI SCALE Inc.

Date: 2004/4//3

Tatsuya O Kahara
Tatsuya OKAHARA
SCALE Inc.

#### **Development Sub-Contracting Agreement**

Multimedia Contents Association of Japan (hereinafter, "Multimedia") and Scale Inc. (hereinafter, "Scale") do hereby enter into the following agreement regarding the placement of an order by Multimedia to Scale and Scale's acceptance of said order to perform the works based upon Multimedia's order specifications attached to this Agreement related to the contents market environment establishment works for which Multimedia has received a commission from the Information Processing Association (hereinafter, "IPA").

#### **Article 1 (Definition of Terms)**

- 1.1. The terms used within this Agreement shall have those meanings commonly understood by parties involved in the information technology industry (hereinafter, "IT Industry"). However the terms set forth in the items below shall be defined as stated in this Article.
- (1) "Developed Product" is the product set forth in the attachment to this Agreement that is required to be developed based upon Multimedia's attached order specifications.
- (2) "The Project Works" are the works for the development of the Developed Product in accordance with this Agreement.
- (3) "Revising" is all those acts related to the addition, deletion or changes to the contents and the conversion of the contents to a different format (including analog to digital conversion and conversion between print, sound and images).
- (4) "Product Outside the Project" is all that portion (or its elements) of the Developed Product excluding that portion (or its elements) newly developed exclusively for this project's development regardless of whether or not its creation is related to any other party (including Multimedia and Scale. Hereinafter read together).
- (5) "Legally Protected Product (hereinafter, "LPP")" is that portion (or its elements) of the Product Outside the Project to which any other party has a right (including non-tangible rights such as portrait rights).
- (6) "Raw Product" is each product set forth in the attachment that is LPP.
- (7) "Public Domain Product (hereinafter, "PDP")" is that portion (or element) within Product Outside the Project excluding LPP.

#### **Article 2 (Development Sub-Commission)**

- 2.1. Multimedia does hereby sub-commission Scale to perform these Project Works and Scale does hereby accept said sub-commission.
- 2.2. Scale in the execution of these Project Works where using in the Developed Product to which any one of the following items apply (excluding Raw Product) shall obtain the prior consent in

writing of Multimedia.

- (1) Product Outside the Project that although benefiting the promotion of the information industry and/or the development of a sound society within or outside of Japan would through the widespread diffusion of the Developed Product result in problems for Multimedia (being legal or economic problems excluding those of a minor degree).
- (2) LPP where its use in the Developed Product itself as set forth in Article 11.1 would give rise to a payment obligation.
- 2.3. Scale may subcontract part of these Project Works to a third party. In this case the acts of the subcontracted party shall be deemed to be the acts of Scale, and in respect of these acts, Scale shall bear the full responsibility under this Agreement.
- 2.4. Scale, where it sub-contracts works under the preceding paragraph, shall provide prior notice in writing of the details of the sub-contract to Multimedia.
- 2.5. Even where Scale performs all or any part of the Project Works jointly with a third party, in respect of this Agreement said works shall be deemed to be sub-contracted as set forth in paragraph 3 of this Article.

#### **Article 3 (Handling of Technical Documents)**

Scale shall use any or all documentation provided by Multimedia pursuant to this Agreement only for the purposes within the scope of this Agreement. Further Scale shall not reproduce said provided documentation without the consent of Multimedia.

## Article 4 (Delivery)

- 4.1. Scale shall deliver the Developed Product to the location set forth in the attachment to this Agreement.
- 4.2. Multimedia, where it deems that delivery by the delivery date will be extremely difficult (including where there is installment delivery. Hereinafter read together), may even prior to the delivery date terminate all or any part of this Agreement for no consideration.
- 4.3. Where Scale has not made the designated delivery by the delivery date, Multimedia may impose and collect as a penalty for breach of Agreement an amount of one thousandth of the Agreement amount set forth in Article 8 (where installment delivery, the installment payment amount for said installment delivery of the developed product) for each day delivery is delayed. However this Article shall not apply where the reason for the delay is an act of force majeure or other reason not attributable to Scale, or caused by technical reasons deemed reasonable by Multimedia.

## Article 5 (Notices Regarding the Product Outside the Project)

5.1. Scale, at the time of delivery of the Developed Product, shall at the same time provide to

Multimedia a "Product Outside the Project List" upon which shall be recorded an outline of the items set forth below. Further where said Product Outside the Project contains only Raw Product, it shall be in accordance with paragraph 4 of this Article.

- (1) A list of the Product Outside the Project and an indication of those items for which the consent of Multimedia has been obtained as set forth in Article 2.2.
- (2) In respect of each Product Outside the Project, the location it occupies within the Developed Product (or the form of its appearance) and the method and mode of its use within the Developed Product.
- (3) In respect of each LPP, the name and contact details of the rights holder, use details, whether conditions are attached to its use in the Development Product and if so the details of said conditions, and an indication of those items for which the consent of Multimedia has been obtained as set forth in Article 2.2 and the details of said consent.
- (4) In respect of each PDD, the re-procurement method.
- (5) In respect of product within the Product Outside the Project where it is unclear as to whether it is LPP and/or PDP, the known related person's name and contact details, known legal relationships and re-procurement method.
- (6) Whether each of the individual facts recorded in each of items (1) to (5) above are confidential.
- 5.2. Where the Developed Product is delivered in installments, the matters set forth in this Article shall apply to the delivery of each installment delivery of the Developed Product.
- 5.3. Multimedia may request that Scale provide an explanation in respect of the details recorded on the Product Outside the Project List and Multimedia may browse the relevant documentation or have Scale submit copies of said relevant documentation.
- 5.4. Where said product is recorded in the Raw Product items within the attachment to this Agreement, said record shall be deemed to be provision in accordance with this Article of that portion of the Product Outside the Project List that records the same content.
- 5.5. Where a Product Outside the Project List is not provided, it shall be deemed that in accordance with this Article, a Product Outside the Project List on which the statement "There is no applicable product outside the project in existence" has been provided.

#### **Article 6 (Investigations)**

6.1. Multimedia, where it deems necessary, may as needed dispatch employees of Multimedia to Scale or to a third party as set forth in Article 2.3 or Article 2.4 to investigate the progress of these Project Works.

#### Article 7 (Inspection, Completion of the Project Works)

7.1. Multimedia, within thirty (30) days of accepting delivery of the Developed Product (where there

is installment delivery, for each installment delivery of the Developed Product within thirty (30) days from the date of said installment delivery), may conduct an inspection based upon the order specifications attached to this Agreement and where items not in compliance with the standards set forth in said specifications are found, Multimedia shall immediately provide to Scale a notice in writing outlining said items.

- 7.2. Where within the period set forth in the preceding paragraph there is no notice as set forth in that paragraph, on the date upon which said period expires, the Developed Product (where there is installment delivery that Developed Product in the applicable installment delivery) shall be deemed to have passed the inspection set forth in the preceding paragraph.
- 7.3. The Project Works shall be deemed complete on the date upon which all of the Developed Product has passed inspection pursuant to this Article. In this case Multimedia shall issue to Scale in writing a Project Works completion notice indicating the Project Works are complete.
- 7.4. Paragraph 1 and 2 of this Article shall have corresponding application to product re-delivered after Scale has performed appropriate rectification based upon directives contained in a written notice as set forth in paragraph 1 of this Article.

#### **Article 8 (Payment)**

8.1. Multimedia shall pay Scale for the Project Works the Agreement amount as set forth in the attachment to the Agreement in the manner set forth in said attachment.

#### Article 9 (Guarantees)

- 9.1. Where within one year from the Project Works completion date, a defect, unsatisfactory operation, or other unsatisfactory item is found in the Developed Product or where the Developed Product is found not to be in compliance with the standards set forth in the specifications attached to this Agreement, Scale shall without delay and for no consideration rectify the same.
- 9.2. In respect of unsatisfactory or non-complying product found after the expiry of the period set forth in the preceding paragraph, Scale, as needed or upon a demand from IPA, shall provide to the IPA the information designated by the IPA in respect of said unsatisfactory or non-complying product.
- 9.3. Scale does hereby guarantee the following items:
  - (1) To develop the Developed Product (where installment delivery, the Developed Product for the applicable installment delivery. Hereinafter read together in (3) of this paragraph.) in compliance with Article 2.2.
- (2) In respect of the details recorded in the Product Outside the Project List, to ensure that they are factual and not to conceal any known facts.
- (3) In respect of legality to record on the Product Outside the Project List that the Developed

Product shall not infringe on the copyrights or any other rights of any other party.

(4) In respect of legality, as recorded on the Product Outside the Project List, in order to promote the information industry and/or the development of a sound society within and outside Japan, there shall not be any restrictions on the free use of the rights set forth in Article 11.1. (including but not limited to rights, moral rights and related rights under Article 28 of Copyright Law).

## Article 10 (Liability)

- 10.1. Where there is a breach of Article 9.3.(1) or 9.3.(2), an amount equal to the Agreement amount as set forth in Article 8 (Where installment payments the amount of said installment payment. Hereinafter read together in (3) of this paragraph.) shall be payable in respect of said breach as a forecast amount for compensation for damages under Article 420 of the Civil Law.
- 10.2. Where there is a breach of 9.3.(1), Scale shall, in addition to the payment of compensation for damages set forth in the preceding paragraph, remove the applicable Product Outside the Project and implement any other required measures (All required costs to be borne by Scale) in accordance with the directives of Multimedia.
- 10.3. Where there is a breach of 9.3.(3) or 9.3.(4), Scale shall provide compensation for damages resulting from said breach to Multimedia up to a maximum amount of the Agreement amount set forth in Article 8.
- 10.4. Scale shall not be liable under the preceding paragraph for that portion of Multimedia's damages that could have been avoided by thorough scrutiny of the Product Outside the Project List.

#### **Article 11 (Rights to Developed Product)**

- 11.1. In respect of all or any part of the Developed Product (Where there is installment delivery, the Developed Product in each installment.) from the date of the Project Works completion (Where installment delivery for each Developed Product delivered in installment, the date upon which said Developed Product passes inspection as set forth in Article 7.1.), all rights required and necessary under law for the use of the Developed Product in unaltered form, to alter the Developed Product, to create secondary products, to sell said products, to grant a license to a third party for sale and to make commercial and/or non-commercial use of the Developed Product using all methods and modes presently and/or in the future technically possible shall vest in IPA.
- 11.2. The rights set forth in the preceding paragraph shall include but not be limited to each of the rights set forth in the Copyright Law and the Patent Law (including those rights set forth in Article 27 and Article 28 of the Copyright Law) and any other rights created due to future amendments in the applicable laws.
- 11.3. Scale shall cooperate with IPA in respect of registration and all other procedures related to the rights set forth in paragraph 1 of this Article.

#### **Article 12 (LPP Rights)**

12.1. Multimedia and Scale in respect of copyrights and rights held by a LPP rights holder shall confirm that there will be no restrictions on the rights holders use of said rights such as the use set forth in Article 9.3(4) under this Agreement.

#### **Article 13 (Disclosure of Interface Information)**

- 13.1. Scale, where there is a demand by Multimedia, as a general rule at the time of Developed Product delivery, shall disclose that interface information required to ensure the mutual compatibility of the Developed Product (Where installment delivery of the Developed Product, the Developed Product delivered in each installment. Hereinafter read together.)
- 13.2. Scale, where there is disclosure of the interface information under the preceding paragraph, in respect of the scope and method of disclosure shall follow the directives of Multimedia where given.

#### Article 14 (Maintenance of Confidentiality)

- 14.1. Where pursuant to Article 5.1(6) (including where there is corresponding application under Article 5.2), Multimedia receives information from Scale stated to be confidential and in respect of information and documentation obtained under Article 5.3 Multimedia shall keep said information confidential. However where it is deemed necessary for dispute prevention or dispute expansion prevention measures, upon consultations with Scale, Multimedia may disclose said information to the minimum number of persons necessary, said persons to be under a similar obligation to maintain confidentiality.
- 14.2. In addition to the preceding paragraph, Multimedia and Scale shall not disclose nor cause to be disclosed confidential information obtained in the fulfillment of this Agreement and shall not use said confidential information for any purposes outside the scope of this Agreement.

#### **Article 15 (Supplementary)**

- 15.1. Where within this Agreement there are conditions that are null and void as being unenforceable under any law or regulation, in the period until said conditions become enforceable said conditions shall be deemed altered to that form that is enforceable under law and most closely resembles the intent of the original conditions and said altered conditions shall remain in continuing force and effect.
- 15.2. Where any matter arises not set forth in this Agreement or there is uncertainty regarding the interpretation of this Agreement, this shall be determined based upon consultations between Multimedia and Scale.
- 15.3. In respect of disputes under this Agreement, the parties to the Agreement do hereby consent to

the Tokyo District Court being the court of primary and exclusive jurisdiction.

## IN WITNESS WHEREOF

The parties hereto have caused two copies of the Agreement to be prepared and signed and sealed by the parties to the Agreement, a copy being retained by each party.

December 4, 1	1998
Multimedia:	
	Eiji Kuriyama
	Executive Director
	Multimedia Contents Association of Japan
	1-21-8 Torano-mon, Minato-ku, Tokyo
Scale:	
	Masahiro Yasuda
	CEO
	5-19-9 Hiroo Shibuya-ku Tokyo

## Attachment to the Development Sub-Commission Agreement

## I. Developed Product (Article 1.1(1))

Delivered product recorded in the order specifications.

## II. Raw Product (Article 1.1(6))

Not applicable.

- (1) Raw product indication.
- (2) Location within the developed product, use method and mode in the developed product.
- (3) Conditions attached to use under law.

## III. Delivery (Article 4.1)

- (1) Delivery deadline: January 20, 1999
- (2) Delivery location: Multimedia Contents Production Support Operations Promotion Office

Multimedia Contents Association of Japan

1-21-8 Torano-mon, 8th floor of Shuwa Dai-San Torano-mon Bld,

Minato-ku, Tokyo

(3) Burden of fees for delivery: At Scale's expense.

## IV. Payment Price (Article 8)

- (1) Agreement amount: 4,987,500 yen (including 237,500 yen consumption tax).
- (2) Payment date and payment method:

According to the date and method

designated by Multimedia.

# "Sports Game Automated Analysis Software – Soccer Version" Prototype Creation

**Order Specifications** 

Multimedia Contents Association of Japan

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#### 1. Background

In Japan while there is tremendous potential for growth in the multimedia content industry, there is a concentration of small and medium size corporations and venture enterprises with weak management practices. This is a structure that makes the introduction of cutting edge equipment and acquisition of advanced technologies difficult. For this reason the development of the content industry, that ought to be taking the lead in the future information industry, has been delayed meaning that there is no ripple effect into related industries forecast. Accordingly in order to develop a well-balanced information and communication industry, that forms the core of Japan's economic structural reforms and new industry creation, focusing mainly on small and medium size corporations and venture enterprises, the introduction of advanced technologies provides an opportunity to produce content (pioneering content) that will create new markets that will in turn have a ripple effect into each of the industries. At the same time by supporting the development of technologies and systems that allow user friendly content use, it is necessary to rapidly prepare the market environment in terms of multimedia content. At the same time as providing production support to venture enterprises, that while having a wealth of talent are given few contents creation opportunities due to a lack of capital, it is aimed to revitalize the industry and expand the market by supporting technology development in relation to content production, distribution and supply and that which would improve user friendliness.

### 2. Purposes

The purpose of the content developed by our Company is through using the image data (VTR) recorded of sports games (in this development, soccer) and applying the automated tracking technology jointly developed by our Company and NTT to automatically acquire data on each player during a game to based on this raw data through various systemized analysis methods obtain the extracted analytical data.

From this use is forecast for business development as content for soccer team strengthening, player growth, team management, official records, PR activities, TV broadcasts (particularly digital broadcasts), and media information services (particularly internet) and as a secondary use for the development of game software using the accumulated data.

This proposal is for the development of killer content that is indispensable in the multimedia age together with sports entertainment diffusion and the fostering of the sports culture.

### 3. Development Guidelines

#### (1) Development Environment

The development shall be performed on the PC's specified below:

<Hardware>

PC's operating on MAC OS 8.0 or later.

Specifications: Memory 256 megabytes.

CPU Power PC 750-400Mh

Video Capture Board

PC's operating on Windows 95 or later.

Specifications: Memory 256 megabytes.

CPU Pentium II -400Mhz

Digital video camera

<Software>

Micromedia Director 5.0 or later.

Adobe Photoshop 4.0 or later.

Adobe Illustrator 7.0 or later.

#### (2) Developed Product Operating Environment

The developed product operating environment is as set forth below:

<Hardware>

PC's operating on MAC OS 8.0 or later.

Specifications: CPU Power PC 750-400Mh

Memory 256 megabytes.

Monitor 640 x 480 (32,000 colors) or more.

CD-ROM 12x speed or more.

Additional. PCM sound playback function

<Software>

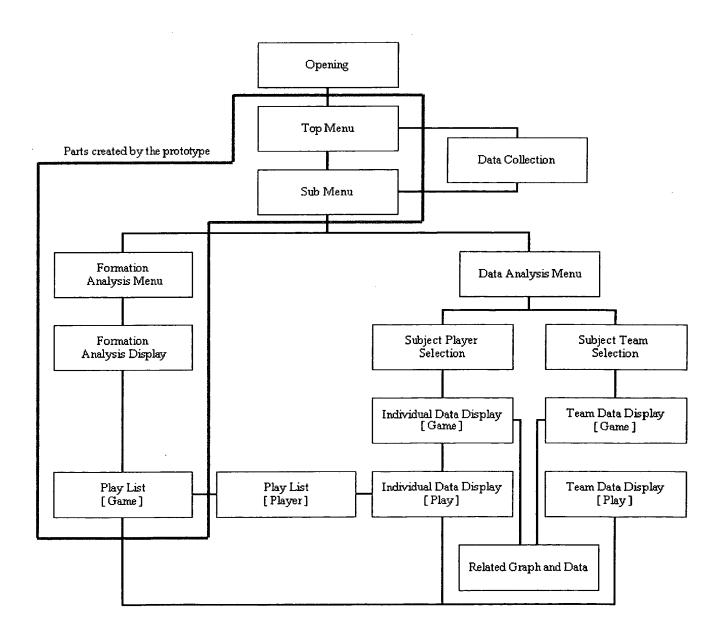
MAC OS 0.8 or later.

QuickTime 3.0

## 4. Development Contents

## 4.1.Basic Design

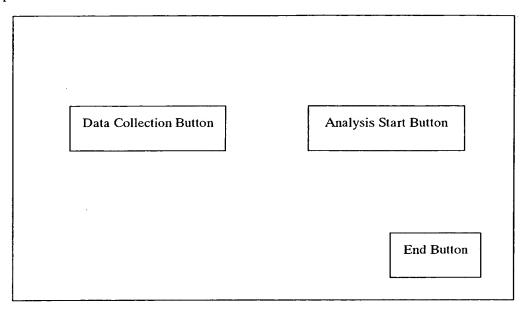
The prototype to be developed from within the complete contents flow chart shown below will create the content shown within the bold lines.



## 4.2. Function Design

The following settings will be made in respect of each contents interface function.

## 1) Top Menu



Top Menu display: the display shown at application start up.

- Analysis Start Button: Moves to sub menu display.
- Data Collection Button: Data collection operation.
- End Button: Closes the application.

(\* Presently the Analysis Start Button and End Button have pseudo operation.)

# 2) Sub Menu

(a) Player Selection Button

(Select Player 1 / Player 2 / Player 3.)

The pull down function displays the player list allowing the user optional selection of the player to be analyzed.

(b) Team Selection Button

(Select Team 1 / Team 2.)

The pull down function displays the team list allowing the user optional selection of the team to be analyzed.

(c) Condition Setting Button

(Weather, venue, date, game start time, spectator number conditions setting)

The pull down function displays the list of factors liable to influence the analysis allowing the user optional selection of the conditions to be analyzed.

(d) Analysis Button

(Formation analysis, data analysis setting)

These buttons set which analysis method will be used on the analysis conditions optionally selected by the user.

(e) End Button

Clicking this button closes the application.

(\* Presently until menu display, the prototype has pseudo operation.)

## 3) Formation Analysis Menu

(a) Title Display

Displays the search conditions.

(b) Condition Selection Area

In the sub-menu at the selected search conditions, the search results are listed in the window on the left of the display. From this window, the user can specify the formation analysis results and desired game using the mouse and by clicking the select button move to the selected analysis window.

(c) Selected Analysis Area

From the conditions selection area, clicking the selection button displays the analysis subject.

(d) Selection Button

From the search results, select the analysis subject.

(e) Formation Analysis Start Button

Directs movement to the specified game formation analysis display.

(f) Return Button

Returns to the sub-menu display, to review the search conditions.

(g) End Button.

Clicking the button closes the application

(\* Presently until the list output, the prototype has pseudo operation.)

- a. Jo / Kazu Miura / Japanese national team / fine weather in Search results.
- b. 02/5 Japanese national team VS Korean national team / Fine weather 03/5 Japanese national team VS Croatia national team / Fine weather 03/12 Japanese national team VS Brazil national team / Fine weather 04/12 Japanese national team VS Paraguay national team / Fine weather 05/15 Japanese national team VS Macao national team / Fine weather
- c. 04/12 Japanese national team VS Paraguay national team / Fine weather
- d. Selection Button
- e. Turn Button
- f. Formation Analysis Start Button
- g. End Button

- 4) Formation Analysis Display
  - a. First half 11th min. Nakata's goal.
  - f. Data
  - g. Play List
  - i. Analysis end
  - (a) Official Data Automated Output Display Area

The official records information previously entered at the initial settings is automatically displayed in accordance with the elapsed time of the formation analysis.

- (b) Optional Time Setting Slider for the Game Through slider control allows optional time period setting of the formation playback display.
- (c) Play / Playback Speed Selection Slider (1x 8x)
  Allows selection of formation analysis playback speed from real time up to 8 times that speed.
- (d) Playback Control Button

This button controls the moving images displayed in the formation analysis display and those linked to it. The button's functions include play, stop, rewind, fast forward and slow playback.

(\* As button functions a linked moving image recording has also been designed but is not included in this prototype.)

## (e) Player Icon

Double clicking on a player icon on the formation analysis display brings up the appropriate individual data "Play" button.

## (f) Data Button

Pressing the data button during formation analysis displays a comparative data list for both teams in the game being analyzed until the analysis display is displayed.

# (g) Play List Button

The controlled play unit list is displayed, divided into when the supported team has control of the ball, to turnovers (Other side has control) and dead balls (Not in play, crossed over the touch line),

### (h) Video Playback Button

This button rewinds the videotape.

In the prototype, a 3-minute movie can be played.

Further the movie is completely linked to formation analysis frame.

## (i) Formation Analysis Cancel Button

Clicking this button returns to the formation analysis menu to select the game for analysis.

## 5) Play List [Game]

- a. 51. Jo, Soma, Nakayama Boban
  - 52. Nakata, Soma, Nakayama
  - 53. Jo, Nakata
  - 54. Jo, Nanami, Nakayama, Nanami
- c. Turn Button

## (a) Play Bar

From the start of the game, records the details of each game with a sequential number.

As an option to specify one play, double clicking on the list number plays back that play on the formation analysis display.

- (\* In the prototype clicking on the list number only has the function of rewinding the formation analysis 2D animation.)
  - (b) Scroll

The play list, from top to bottom, can be seen by scrolling.

(c) Return Button

(Where there is the overlay display over the formation analysis display.)

Clicking the return button here returns to the formation analysis display.

#### 5. Content Production Works

	Top Menu	Sub-Menu	Formation	Formation	Play List	Total
			Analysis	Analysis	[Game]	
			Menu	Display		
2D				3 min.		3 min.
Animation						
Capture				3 min.		3 min.
Movie						
Background	1	$\rightarrow$	1		1	3
Illustration	illustration		illustration		illustration	illustrations

<sup>\*</sup> For background illustration there is shared use of one illustration for the Top Menu, Sub-Menu, Formation Analysis Menu, and Play List.

In this prototype based on the player's coordinate data (Raw data) focusing on the 2D the CG move in real time and opening / ending displays are not produced.

#### 6. Delivery Date

January 20 (Wednesday), 1999

#### 7. Delivered Product

As a program that is operated on the hardware designated by Multimedia Contents Association of Japan, one each of the originals of the following product shall be delivered. Further the multimedia content product shall be delivered on CD-ROM or other corresponding electronic media.

1. Designs: One

2. Multimedia content product: One

3. Test specifications / Reports: One

4. Users manual: One

#### 8. Delivery Location

Multimedia Contents Production Support Operations Promotion Office

Multimedia Contents Association of Japan

1-21-8 Torano-mon, 8<sup>th</sup> floor of Shuwa Dai-San Torano-mon Bld, Minato-ku, Tokyo

#### 9. Additional Items

- 1. Based upon the directives of Multimedia Contents Association of Japan where necessary the content of the work shall be adjusted through appropriate meetings and similar.
- 2. In respect of the object of the works and its details where items arise outside of said works related to other works, these shall be coordinated with Multimedia Contents Association of Japan and the company other than Multimedia Contents Association of Japan that is performing the works.
- 3. In respect of defects in the delivered product, a system able to offer free of charge maintenance for a period of one year will be established.